

Lease Agreement No. 200001299
dated June 09, 2022

Parties table with columns for HTF and Customer. HTF: Huntington Technology Finance, Inc. 2285 Franklin Road, Suite 100 Bloomfield Hills, MI 48302. Customer: Yamhill County Oregon 535 NE 5th Street McMinnville, OR, 97128.

Basic Terms table with columns: Base Term: 60 months, No. of Payments: 5, Purchase Option: FMV, Payment Periods: Annual, Due Dates: Advance, Periodic Payment: \$56,815 (plus Tax), Document Fee: \$150.00, Initial Payment: \$56,965.00.

Schedule A describes the equipment and other goods HTF agrees to lease to Customer ("Equipment"), and the software, services, consumables, or other non-hardware items ("Soft Cost Items").

Signatures table with columns for Yamhill County Oregon (Customer) and Huntington Technology Finance, Inc. (HTF). Includes signatures and dates: Tim Svenson, Sheriff 7/20/2022.

Terms & Conditions

1. Effectiveness. HTF will accept and be fully bound by this Lease Agreement ("Agreement") only by signing it or paying Supplier for any of the Equipment or Soft Cost Items.

2. Term; Nonappropriation. The term of this Agreement ("Term") begins when the Equipment is delivered to Customer ("Delivery Date").

If Customer notifies HTF at the time Customer executes this Agreement that leases with Customer are generally subject to moneys being duly appropriated, then the following will apply: (a) as of the date Customer enters into this Agreement, Customer affirms its present intention to continue this Agreement for its entire scheduled Term...

3. Payments. The Initial Payment, due on signing, is the Document Fee (earned when paid) and the Periodic Payment for the first Payment Period of the Base Term (earned on acceptance of the Equipment).

quarters and twelve 30-day months. If an Electronic Payment Addendum is executed by Customer, Customer agrees to keep it in effect for the entire Term as required by HTF. This Agreement is Customer's absolute and unconditional obligation.

4. Supplier; Delivery; Acceptance. Until HTF must pay for the Equipment and Soft Cost Items hereunder, Customer is solely responsible to Supplier and all other persons for the Equipment and Soft Cost Items, including as to payment, and including under any agreement, invoice, or other document made with or received from Supplier (by HTF, Customer or otherwise) in respect of the Equipment, Soft Cost Items, or payment therefor ("Supplier Agreement").

5. Warranties and Disclaimers. Supplier and HTF do not represent or speak for one another, nor are they each other's agents. HTF's leasing (and transfer, if any) of the Equipment to Customer is As-Is, Where-Is, and without warranties of merchantability or fitness for a particular purpose or as to infringement, title, or other matters, except that so long as no Default occurs HTF warrants it will not interfere with Customer's quiet enjoyment of the Equipment during the Term and HTF warrants any transfer of the Equipment free of liens arising by, through,

or under it (other than this Agreement). HTF is not responsible for any consequential, special, or indirect damages relating to this Agreement or the Equipment.

6. Covenants. (a) Customer will not remove the Equipment from the Equipment Location, but mobile goods intended for travel may be temporarily relocated. (b) Customer shall use the Equipment only for the business purposes for which it was designed, and in compliance with all applicable manufacturer operating standards. (c) Customer shall comply with all laws applicable to it, to the Equipment or Soft Cost Items or other Collateral (or, as applicable to the Equipment or Soft Cost Items, all laws applicable to HTF); including laws relating to hazardous materials or the environment. (d) Customer must make any alterations or additions to the Equipment available from the manufacturer at no additional cost or that may be required for compliance with the preceding subsection. Any alterations, additions, or replacements will be HTF's sole property without cost to HTF. Customer will make no alterations, additions, or replacements to the Equipment except as provided in this subsection or subsection (c) above. (e) Customer shall permit HTF to inspect the Equipment and Customer's related records at any reasonable time. HTF may charge up to \$175 for any on-site inspection. (f) Customer will keep the Equipment useable, in good working order, clean, cosmetically good, and in the same condition as when shipped to Customer, reasonable wear and tear excepted. (g) Customer will obtain any software, maintenance or other services, or consumables that may be applicable to the Equipment or that may be needed for it to use or benefit from the Equipment. The unavailability, failure, or lack of quality thereof (even if financed as Soft Cost Items hereunder) will not condition, limit, or affect Customer's obligations hereunder. (h) If requested by HTF, Customer will at its expense maintain in effect for the Term a standard maintenance contract for the Equipment with the manufacturer. (i) Customer shall, on request, as a condition to HTF's obligations, provide HTF with evidence satisfactory to HTF of the names, titles, signatures, and authority of any persons executing this Agreement and any related documents for Customer, opinions of counsel to Lessee, and any other documentation or information HTF may require.

7. Taxes. Customer will pay and reimburse HTF for (and on demand file for and pay directly), and hold HTF harmless and defend HTF from, all taxes, fees, and assessments of any kind, including penalties, fines, interest, license and registration fees, electronic waste, recycling, and other environmental fees, and sales, use, and personal property taxes (without proration), whether imposed on HTF or Customer or any of their affiliates, or on or relating to the Equipment, any Soft Cost Items, this Agreement, or any related instrument, whether any of the foregoing amounts are assessed or arise during the Term, or thereafter and fairly attributable to the Term (collectively, "Taxes"). Unless HTF otherwise demands, HTF is exclusively entitled to file for and pay all personal property Taxes on the Equipment. Notwithstanding anything to the contrary in this section, Customer will not be responsible for HTF's overall income taxes (except to the extent resulting from Customer's breach of this Agreement), or penalties, fines, or interest due to HTF's negligence. At HTF's option, Customer will remit, along with the Periodic Payments under this Agreement, a ratable portion HTF's reasonable estimate of personal property Taxes it expects to be assessed. Customer will remain responsible for any deficiency such Taxes are insufficient to cover, and any surplus will be credited to Customer. If "up-front" sales or use Taxes or other Taxes imposed at the inception of this Agreement are due, at HTF's option Customer will remit such amounts on demand to HTF or Supplier in a lump sum or further finance them hereunder at an interest rate reasonably determined by HTF. HTF may impose a tax administration fee (billed as part of the underlying Tax or otherwise) of up to 5% of Taxes. If an individual Tax-related liability or payment is less than \$1,000 HTF may, and on Customer's request it will, certify to Customer the amount and existence of the liability, and such certification shall be conclusive evidence thereof, sufficient for all purposes.

8. Indemnity. Only to the extent permitted by applicable law and the State Constitution of Indiana, Customer will indemnify HTF for (and on demand pay directly), and hold harmless and defend HTF against, all liabilities, damages, losses, penalties, expenses (including attorneys' fees and costs), claims, and actions (including those based on strict liability, statute, regulation, common law, or other legal theory) relating to the Equipment or its operation, manufacture, purchase (by Customer or HTF), ownership, leasing, possession, maintenance, delivery, return, or sale (by HTF to Customer), or relating to any Soft Cost Items or this Agreement, arising or fairly relating to events occurring or conditions existing any time at or before the end of the Term and Possession Period (collectively, "Claims"), including Claims incurred by HTF in enforcing its rights under this Agreement or in issuing, receiving, accepting, or performing any Supplier Agreement. However, Customer will not be liable under this section for the net price of the Equipment and Soft Cost Items to be paid to Supplier after this Agreement requires HTF to pay it, and Customer will not be liable to a person to the extent of that person's negligence or willful misconduct.

9. End-of-Term. With at least 90 days' notice to HTF before the end of the Term Customer may elect to: (a) return all (and not less than all) of the Equipment, in which case Customer will continue paying Periodic Payments through the end of the Term and it will properly deinstall, pack, transport, and deliver the Equipment to a US location designated by HTF so as to be received by HTF at that location by the end of the Term in the condition required under this Agreement and free of password protection, data, consumables, and fuel, and also free of chemicals, wastes, or toxic, hazardous, or dangerous materials not originally included by the manufacturer as part of the Equipment, and, except for personal computers, at the manufacturer's current engineering change level, and certified by the manufacturer as eligible for its maintenance contract, if generally available, at then prevailing rates, without the need for HTF to incur any repair, rehabilitation, or certification expense; or (b) if a Purchase Option is provided in this Agreement, purchase all (and not less than all) of the Equipment on the last day of the Term for the specified Purchase Option price; (c) with HTF's written approval, renew the Term for 12 months at a Periodic Payment mutually agreed in writing; or (d) elect any other end-of-Term option that may be stated herein. If Customer does not give such election notice or does not pay or perform Customer's elected option by the end of the Term, the Term will automatically renew at the Periodic Payment previously in effect and on the same terms for successive one-month periods until Customer give at least a 90-day written notice electing one of the foregoing options and performs the elected option by the end of the last such renewal of the Term. Unless a Purchase Option is provided with a price of \$1, this Agreement is agreed to be a finance lease as defined in UCC Article 2A. Customer waives

any rights and remedies Customer may have under UCC Sections 2A-508 through 2A-522. Otherwise, if a Purchase Option is provided in this Agreement with a price of \$1, Customer will unconditionally purchase the Equipment at the end of the Term for that amount.

10. Risk of Loss; Loss Damages. From shipment of the Equipment to Customer until the Equipment is returned to HTF ("Possession Period"), Customer will, at its expense, repair any Equipment that is damaged, and within 30 days of the applicable event replace (with equipment of the same manufacturer, year, make, model, and accessories and in the condition required hereunder), or pay HTF the Loss Damages, if any Equipment is lost, stolen, destroyed, damaged and not repaired within such period, or governmentally requisitioned or taken. Customer shall immediately notify HTF of the occurrence of any such event. No such event shall condition, limit, or affect Customer's obligations under this Agreement, including its payment obligations. "Loss Damages" means, as of the date for which such amount is being determined, damages consisting of: the Periodic Payments and other amounts then due and outstanding hereunder; plus the present value of all Periodic Payments scheduled to become due for the rest of the Term, discounted from their Due Dates at 3% per annum; plus the present value of the amount that Customer is obliged to pay or that it may optionally pay to acquire all of the Equipment at the end of the Term, if this Agreement expressly gives Customer the obligation or option to do so, or of the fair market value of the Equipment otherwise, discounted from the last day of the Term at 3% per annum. When HTF receives the Loss Damages in full when due under this section or Section 13(b) below, plus all Taxes and other amounts due in connection therewith or that are otherwise outstanding hereunder, this Agreement (including the obligation to pay future Periodic Payments) will terminate and HTF will transfer to Customer any Equipment still in Customer's possession.

11. Insurance. Until the end of the Possession Period Customer will at its expense maintain insurance against the loss, theft, or damage to the Equipment for its full replacement value, with HTF named as sole loss payee, and comprehensive general insurance for \$1,000,000 or such other amount as may be requested by HTF, per occurrence, with HTF named as an additional insured. All such insurance shall be reasonably satisfactory to HTF; shall contain the insurers' agreement to give HTF 30 days' written notice before any cancellation or material change; shall be payable to HTF regardless of any fault, act, omission, or breach by Customer. Customer will provide HTF with evidence of all such insurance as from time to time HTF may request. Any insurance proceeds of such insurance received by HTF or Assignee in respect of events with respect to which Customer has concurrent Agreement obligations (including obligations under Sections 8 or 10) will be applied by HTF to those obligations. Customer has no right to the benefit of any insurance maintained by HTF for its own account. Lessee is authorized to self-insure for the risks described above. Upon request, Lessee shall provide a letter to Lessor stating that Lessee is self-insuring and summarizing Lessee's program of self-insurance.

12. Default. A default by Customer ("Default") shall occur if: Customer fails to make any Periodic Payment or other payment due hereunder or under any Other Agreement within 5 business days of the payment's being due; Customer fails to comply with this Agreement or any related document or Other Agreement and, if curable, the failure continues uncured for 15 days after written notice; Customer is or becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or becomes the subject of any bankruptcy or reorganization proceeding; or any financial information made available by Customer or any application made or other information given by Customer is or is discovered to be inaccurate.

13. Remedies. Upon a Default HTF may: (a) terminate this Agreement; (b) declare the Loss Damages immediately due; (c) peacefully repossess any Equipment without court order and without liability for entry or damage to property or require Customer to return any Equipment to HTF; and (d) require Customer to cease using or benefiting from any Equipment. HTF's sole obligation to mitigate its damages is that if it repossesses any Equipment under this section, it will dispose of the Equipment in a commercially reasonable manner with or without notice (but, if notice is required by law, 10 days' notice is reasonable), at public or private sale, and apply the net proceeds (after deducting all taxes and costs related to the sale or other disposition) to the amounts Customer owes HTF, and Customer will remain liable for any deficiency. The foregoing remedies are cumulative and in addition to all other rights or remedies now or hereafter existing under this Agreement or at law or in equity and may be enforced concurrently and from time to time. If Customer fails to make any payment to a third party or perform any other act required hereunder, HTF may, but need not, make such payment or perform such act at the expense of Customer, reimbursable to HTF on demand, and HTF's action shall not be deemed a cure or waiver of Customer's failure.

14. Title. Customer has no right or interest in the Equipment except that set forth in this Agreement. Equipment is the personal property of HTF even if physically attached to other real or personal property. Customer will keep the Equipment free of all liens and encumbrances other than this Agreement and those created by HTF or its assigns. HTF may file financing statements giving public notice of its interest in any goods HTF may finance for or lease to Customer. Customer agrees promptly, at Customer's expense, to deliver such documents and make such assurances, and take such further action as HTF may reasonably request, in order to effectively carry out the intent and purpose of this Agreement. The parties agree, unless this Agreement gives Customer the option to purchase all of the Equipment at the end of the Term for a price of \$1, that: (a) they intend this Agreement to be an operating lease; (b) by the parties' execution of this Agreement, Customer acquires no ownership interest in the Equipment, whether vested or contingent; (c) Customer's interest in the Equipment is limited to that of a lessee only and HTF retains all the rights of owner therein; and (d) any provisions in this Agreement indicating to the contrary are for precautionary purposes only.

15. Assignment. HTF may, with or without notifying Customer, and with or without delegating any of HTF's obligations hereunder, in whole or in part transfer or assign this Agreement or any equipment. Customer agrees any assignments or transfers by HTF will not materially change Customer's obligations hereunder. Customer may not in whole or in part transfer or assign this Agreement or the Equipment or sublease the Equipment to any other person. Subject to the foregoing, this Agreement binds and benefits the parties' successors and assigns.

16. Adjustments. HTF may adjust the amount of each Periodic Payment, (a) up to 15%, if HTF's final cost differs from its originally expected cost on which the Periodic Payment stated herein

was based, and/or (b) if US interest rate swaps for terms comparable to the Base Term increase at any time between the date of this Agreement and the date HTF must pay Supplier.

17. Interpretation. The law of the state in which Lessee is organized law governs this Agreement. The parties irrevocably consent to the jurisdiction of the federal and state courts in such state. As between Customer and HTF, for matters relating to this Agreement or the Equipment, Customer unconditionally and irrevocably waives any sovereign or other immunity (or claim therefor) from the jurisdiction of such courts or against Lessor's rights relating to this Agreement or the Equipment. The terms of this Agreement may differ from other similar agreements between the parties. Time is of the essence. A provision of this Agreement that is or becomes invalid does not affect the remainder of that provision or this Agreement. Terms of inclusion are without limitation. The provisions of this Agreement that would ordinarily be considered to survive termination will survive its termination, and the expiration of the Term or Possession Period, and any return or sale of the Equipment, including the provisions hereof relating to indemnity, defense, holding harmless, and reimbursement for Taxes and Claims. "FMV" and "fair market value" both mean HTF's reasonable determination of the Equipment's retail in-place sale value assuming that it is in the location and condition required under this Agreement, with all software, services, and consumables necessary for its use being readily available in the market.

18. Miscellaneous. HTF may insert or correct missing or erroneous information in this Agreement or any Acceptance Certificate. Any such changes shall be considered correct in the absence of

clear and convincing evidence to the contrary. Customer waives notice of such changes. This Agreement is executable in counterparts. Facsimile signatures and counterparts shall suffice as originals for all purposes. Customer will make only one originally signed counterpart of this Agreement (unless HTF permits there to be more than one) and deliver it (or them) to HTF on request by overnight courier. If HTF permits there to be more than one originally signed counterpart, then a security interest in this Agreement may be perfected only by transfer or possession of the counterpart marked "original," and all other counterparts will be marked as "duplicates." Amendments to this Agreement are effective only if in writing and signed by the party to be bound. A party's waiver or failure to require strict observance of this Agreement will not constitute a waiver of any other breach of the same or any other provision of this Agreement or any Other Agreement. Notices must be given in writing and directed to a party at its address shown herein (or to another address specified by that party by notice). Demands for payment may be given in any reasonable manner, including by invoice or other writing directed to Customer's billing or notice address. HTF may obtain credit reports from or make inquiries and reports to credit bureaus or other sources as it determines appropriate. This Agreement and related documents and information concerning Customer and its obligations hereunder are not confidential or proprietary to Customer and HTF may provide it to any current or prospective assignee, affiliate, credit agency, service provider, or other persons.

**Amendment No. 20000001299
dated October 21, 2022**

Parties		
HTF: Huntington Technology Finance, Inc. 2285 Franklin Road, Suite 100 Bloomfield Hills, MI 48302	Customer: Yamhill County Oregon Agreement: Lease Agreement No. 20000001299 dated June 09, 2022 between HTF and Customer	This Additional Terms Addendum is a part of the above-referenced Agreement between the parties which includes all previous addendums, renewals, and amendments thereto. The terms of this Addendum govern the rest of the Agreement to the extent of any inconsistencies. Capitalized terms used herein without definition shall be as defined in the Agreement. A defined term in this Addendum shall be synonymous with any term defined in the Agreement that refers to the same person or thing.

Amendment
1. The Periodic Payment shall be amended from \$56,815.00 (plus tax) to \$58,916.00 (plus tax) 2. The Initial Payment shall be amended from \$56,965.00 (plus tax) to \$59,066.00 (plus tax)

Signatures			
Customer: Yamhill County Oregon		HTF: Huntington Technology Finance, Inc.	
* 	* 	Authorized Signature	Authorized Signature
Lindsay Berschauer Chair, Board of Commissioners	12/8/22		
Print Name and Title	Date	Print Name and Title	Date

Accepted by Yamhill County
 Board of Commissioners on
12/8/22 by Board Order
 # 22-377